

MASTER
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO AND THE CHICAGO PARK DISTRICT

COOPERATIVE DELIVERY OF ARTS PROGRAMMING
FUNCTIONS, DUTIES AND RESPONSIBILITIES

This Master Intergovernmental Agreement (“Master Agreement”) is made as of this 12th day of September, 2014, under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/I et seq., by and between the City of Chicago (the “City”), an Illinois municipal corporation, by and through its Department of Cultural Affairs and Special Events (“DCASE”), and the Chicago Park District (the “Park District”), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the “Parties.”

RECITALS

WHEREAS, the Park District is a unit of local government under Article VII, Section I of the Constitution of the State of Illinois and, as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City of Chicago; and

WHEREAS, the City is a home rule unit of government under Article VII, Section (6)a of the Constitution of the State of Illinois and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City and the Park District desire to enter into this Master Agreement pursuant to the Intergovernmental Cooperation Act in order to cooperate in the delivery of certain arts program functions, duties and responsibilities within the City of Chicago and its parks (such cooperation, the “Project”), which arts programs may consist of performance, social practice or visual art activities and installations. The Project includes the Parties collaborating and providing staff, administrative and organizational services to the other Party (the “Services”) under such situations as: (i) one Party receives funding but lacks the staffing capacity to perform a service and the other Party has the necessary third-party contacts, programming, facilities or personnel in place to fill the gap; (ii) one Party has professional expertise to provide advice and consultation for permanent or long-term art installations and acquisition to the other Party; (iii) one Party can advance the programming imperative of the the other Party; and (iv) both Parties engage in joint consultation to facilitate implementation of Citywide policies and procedures for arts and culture activities both in the Parks and in other City locations, eliminating unneeded overlap of governmental resources; and

WHEREAS, the Parties have in the past, and intend to continue, to collaborate on providing Services to fulfill the Project, and therefore desire to memorialize the relationship with this Master Agreement; and

WHEREAS, from time to time, the Parties may grant each other certain monies, pursuant to grant agreements ("Grant Agreements"), to pay for talent, marketing and event expenses such as artists' fees, printing, equipment rental, and similar third party costs ("Third Party Costs");

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the Parties hereby agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into this Master Agreement by reference.

SECTION 2: SCOPE OF PARK DISTRICT'S SERVICES

(a) Park District will perform the following arts program functions, duties and responsibilities from time to time as requested or required by DCASE:

1. Park District hereby grants DCASE access to Park District land from time to time for Project purposes, provided that, for each such access, DCASE first describes, to the satisfaction of Park District, the proposed Project and how it will supervise its on-site DCASE employees.
2. The Park District will assist DCASE in implementing programming tied to the objectives of the Chicago Cultural Plan, which can include "Night Out in the Parks."
3. The Park District shall provide organizational support to DCASE for Projects, including recruiting program artists for Projects, coordinating individual books and contracts, and directly paying the professional fees to the program artists from its own funds for Projects.
4. In consultation with the DCASE, the Park District will take the lead in identifying potential program artists. The Park District will be responsible for negotiating and securing contractual terms with the program artists.
5. Park District will require all contracts it negotiates with program artists to include indemnification of both the Park District and the City of Chicago.
6. The Park District will require that all program artists or arts organizations follow the Park District's insurance guidelines, which request that program artists or arts organizations provide a certificate demonstrating \$1 million of general liability insurance (or higher coverage amount in the sole discretion of the Park District) naming the City of Chicago and the Chicago Park District as additional insureds.

(b) All Services and Project work provided by the Park District under this Master Agreement shall be performed with the degree of skill, care and diligence normally shown by an entity performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Master Agreement, including the exercise of professional skills or judgment as are accomplished by professionals qualified and competent in the discipline of arts program management.

SECTION 3: SCOPE OF DCASE'S SERVICES

(a) DCASE will perform the following arts program functions, duties and responsibilities from time to time as requested or required by the Park District:

1. DCASE hereby grants Park District access to DCASE land from time to time for Project purposes, provided that, for each such access, Park District first describes, to the satisfaction of DCASE, the proposed Project and how it will supervise its on-site Park District employees.
2. DCASE will provide organizational support for nine Chicago SummerDance in the Parks concerts.
3. DCASE agrees to recruit musicians for the various programs at Park District locations, which includes coordinating bookings and contracts, and will pay for the artist and instructor fees from its own funds.
4. DCASE will market the SummerDance events via printer materials, ads, social media and websites.
5. DCASE shall provide organizational support for the Program, including recruiting program artists, coordinating individual books and contracts, and directly paying the professional fees to the program artists.
6. In consultation with the Chicago Park District, DCASE will take the lead in identifying potential program artists. DCASE will be responsible for negotiating and securing contractual terms with the program artists.
7. DCASE will require all contracts it negotiates with program artists to include indemnification of both the Park District and the City of Chicago.
8. DCASE will require that all program artists or arts organizations follow DCASE's insurance guidelines, which request that program artists or arts organizations provide a certificate demonstrating \$1 million of general liability insurance (or higher coverage amount in the sole discretion of the City) naming the City of Chicago and the Chicago Park District as additional insureds.

(b) All Services and Project work provided by DCASE under this Master Agreement shall be performed with the degree of skill, care and diligence normally shown by an entity performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Master Agreement, including the exercise of professional skills or judgment as are accomplished by professionals qualified and competent in the discipline of arts program management.

SECTION 4: MUTUAL RESPONSIBILITIES AND SERVICES

DCASE and the Park District will collaborate on Chicago SummerDance in the Parks and also wish to expand their working relationship to plan, operate, and support arts Programming,

which may consist of performance, social practice or visual art activities and installations at various venues and/or parks within the City of Chicago.

DCASE and the Park District will collaborate and share resources in situations where Parties agree that collaboration is in the best public interest, such as in situations where: (i) one Party intends to share resources; (ii) one Party lacks capacity to perform a service and the other Party has the necessary third-party contracts, programming, facilities or personnel in place to fill the gap; (iii) one Party receives funding to implement programming; (iv) one Party has professional expertise to provide advice and consultation for permanent or long-term art installations and acquisition; (v) one Party can advance the programming imperative of the other; and (vi) both Parties engage in joint consultation to facilitate implementation of Citywide policies and procedures for arts and culture activities and increase governmental efficiency.

DCASE and the Park District will collaborate in the implementation of Public Art that will reside within Park District locations or land, subject to a separate agreement between the Parties. In certain instances, once a given Project is finalized, DCASE will transfer ownership of the artwork from the City to the Park District.

Both Parties will coordinate marketing activities on all Project programs via brochures, newspaper ads, websites, social media and other traditional public entity promotional channels.

(b) **Reports:** As requested by either Party, the other Party agrees to prepare and provide reports regarding the Project and the Services, including but not limited to reports concerning the progress of the arts programs and statistical information ("Reports"). The Reports shall be delivered to the Designated Representative of the requesting Party and shall include such information as may be mutually agreed upon by the Parties. When such Reports include statistics, the information shall be provided both in number and percentage format. It is anticipated that the Reports shall include, at a minimum, all of the following information:

- (i) Date of program, as part of the Project
- (ii) Location, including whether on Park land or City land
- (iii) Attendance, or number of participants
- (iv) Amount and source of funding

(c) **Fingerprint-Based Criminal History Records Checks and Statewide Sex Offender Database Checks:** The Parties agree that all staff, employees or contractors who will or may be in contact with children in connection with the performing of Services are subject to a pre-contact fingerprint-based criminal history records check ("Records Check") in accordance with the provisions of Section 5/34-18.5 of the Illinois School Code (105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/115); and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.); provided, however, that unionized employees of the City are exempt from this Subsection 4(c). Any associated costs will be agreed upon by the Parties.

SECTION 5: TERM AND TERMINATION

(a) This Master Agreement shall be effective upon execution by both Parties and shall continue through December 31, 2015 (the "Master Agreement Term"), thereafter automatically renewing for successive one (1) year terms unless terminated as provided in Section 2(b) hereof.

(b) This Master Agreement may be terminated by either Party for any reason upon not less than ninety (90) days' written notice.

(c) All undisbursed Park District funds shall be returned to the Park District within 30 days following termination of this Master Agreement. All undisbursed DCASE funds shall be returned to DCASE within 30 days following termination of this Master Agreement.

SECTION 6: GRANT AGREEMENTS

Pursuant to this Master Agreement, and during the Master Agreement Term, including any extensions of said Term, the Parties may from time to time provide grants to each other for the purpose of providing funding to cover all or a portion of the estimated Third Party Costs that are ancillary to the purposes the Project.

DCASE grant. A fully executed grant agreement (the "2014 DCASE Grant Agreement") from DCASE to the Park District in the amount of \$750,000 is attached as Exhibit A, and is incorporated hereto. The Park District acknowledges that the City cannot and does not warrant to provide any funding to the Park District hereunder beyond the terms and conditions of the 2014 DCASE Grant Agreement referred to herein.

Park District grant. A fully executed grant agreement (the "2014 Park District Grant Agreement") from the Park District to DCASE in the amount of \$25,000 is attached as Exhibit B, and is incorporated hereto. The City acknowledges that the Park District cannot and does not warrant to provide any funding to the City hereunder beyond the terms and conditions of the 2014 Park District Grant Agreement referred to herein.

Each additional grant agreement negotiated and fully executed by the Parties hereto pursuant to this Master Agreement shall be attached as an exhibit hereto.

SECTION 7: ACCESS TO FACILITIES

Right of Entry. Each Party hereto agrees that the other Party and its employees, consultants and representatives have the right to enter upon the Party's facilities in order to perform such work as may be necessary or appropriate to implement the Project or any specific Services. Each Party shall cooperate with the other Party and its designated representative in obtaining any and all approvals pertaining to the use of the Party's facilities, and execute any applications for permit or the like as may be required in order to implement the Project and the Services. Notwithstanding the foregoing, the Authorized Representative for a Party shall notify the Authorized Representative for the other Party as soon as reasonably practicable in advance of each such entry and the Parties' designees shall coordinate access to and use of the facilities for purposes of this Master Agreement. This right of entry terminates as to a specific facility when the Project is completed for that facility.

Effect on Ongoing Work. Except as necessary in order to perform the Project or the Services, neither Party shall impair or obstruct the routine work being undertaken at any facility by the the other Party.

Unpermitted Encumbrances. Neither Party nor any of their respective commissioners, officials, representatives, affiliates, successors or assigns shall engage in any contracts, financing or other transactions in connection with this Master Agreement, the effect of which creates an encumbrance or lien upon any facility.

SECTION 8: INTELLECTUAL PROPERTY

To the extent that either Party prepares or works with the intellectual property of the other Party, such Party hereby irrevocably grants, assigns and transfers to the originating Party all right, title and interest in and to said intellectual property, to the fullest extent permitted by law.

SECTION 9: SELF-INSURED STATUS

The Parties acknowledge that each is self-insured for liability risks.

SECTION 10: 2011 CITY HIRING PLAN PROHIBITIONS

(a) The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “2011 City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No. 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Park District is aware that City policy prohibits City employees from directing any individual to apply for a position with the Park District, either as an employee or as a subcontractor, and from directing the Park District to hire an individual as an employee or as a subcontractor. Accordingly, the Park District must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Park District under this Agreement are employees or subcontractors of the Park District, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Park District.

(c) The Park District will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its

primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Park District by a City employee or City official in violation of Section 8(b) above, or advocating a violation of Section 8(c) above, the Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. The Park District will also cooperate with any inquiries by OIG Hiring Oversight related to the Agreement.

SECTION 11: MISCELLANEOUS PROVISIONS

No Assignment. This Master Agreement may not be assigned by either Party.

No Supplanting of Employees. Each Party covenants that it will not share staff or transfer employee duties with the other Party in connection with this Master Agreement.

No Third Party Beneficiaries. The terms of the Master Agreement shall be binding upon and inure to the benefit of the Parties only.

No Personal Liability. No member, official, employee or agent of the City or the Park District shall be individually or personally liable in connection with this Master Agreement.

Relationship. No provision of this Master Agreement, nor any act of the City or the Park District shall be deemed or construed by any third persons to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

Compliance with Laws; Ethics. Each Party shall undertake the Program in accordance with all applicable federal, state and local laws. Each Party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other Party's applicable ethics rules.

Governing Law. This Master Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

Entire Agreement. This Master Agreement constitutes the entire agreement between the Parties and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

Amendment. This Master Agreement may be amended only upon the written agreement of both Parties.

Counterparts. This agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties, notwithstanding that all of the Parties are not signatory to the same

counterpart.

Subject to Appropriation. Notwithstanding anything to the contrary, the Services being provided under this Master Agreement are subject to the appropriation and availability of City and Park District funds, excluding such projects that where funding is not required, but rather an interagency collaboration of efforts. In the event that no funds or insufficient funds relating to the Services are appropriated and budgeted in any fiscal period of the City or the Park District which governs the Services to be made under this Master Agreement, which require funding, the applicable Party shall notify the other Party of such occurrence and this Master Agreement shall terminate on the earliest of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds are appropriated in relation to the Services being provided under this Master Agreement are exhausted.

Designated Representatives. Each Party shall designate a representative to act in its behalf for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to this Master Agreement. The designated representatives of the City and the Park District shall meet at least bi-annually to identify their needs and coordinate (the exchange of services) for the upcoming year. Both Parties must discuss feasibility of various projects and mutually agree upon them prior to entering into an agreement with a third party artist or arts organization. Immediately upon execution of this Master Agreement, the following individuals will represent the Parties as their primary contacts in all matters under this Master Agreement:

For the City: Kenya Merritt
Deputy Commissioner
City of Chicago Department of Cultural Affairs and Special
Events
78 E. Washington Street, 4th Floor
Chicago, IL 60602
(312) 742-7389

For the Park District: Peggy Stewart, Assistant Director of Arts, Culture and Nature
Chicago Park District
541 North Fairbanks
Chicago, IL 60611
(773) 256-0959

Dispute Resolution. Any dispute that arises between the Park District and the City under this Master Agreement shall be referred to their designated representatives, who shall meet within thirty (30) days of notification to resolve the dispute. If the designated representatives of the City and the Park District fail to resolve the dispute, the designated representative of the City shall promptly report any such disagreement to the commissioner of DCASE and the designated representative of the Park District shall promptly report such disagreement to the superintendent of CPD. The commissioner and the superintendent are responsible for promptly resolving any such disagreement in good faith and in a cooperative manner.

Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid.

To the City: City of Chicago
Department of Cultural Affairs and Special Events
Attention: Commissioner
78 East Washington Street
Chicago, Illinois 60602
(312) 744-8924
Fax: (312) 744-1616

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to: Chicago Park District
Department of Law
Attention: General Counsel
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-5240
(312) 742-5328 (Fax)

Authority. Execution of this Master Agreement by the Commissioner of DCASE is authorized by Section 14 of that certain City-Sponsored Special Events During Year 2014 Ordinance enacted by the City Council of the City of Chicago on March 5, 2014 and memorialized at pages 75881-75889 of the Journal of Proceedings of the City Council of the City of Chicago of the same date.

The Park District represents and warrants that the General Superintendent and CEO of the Park District has the power and authority to enter into this Master Agreement and to perform its obligations hereunder.

Severability. If any covenant, condition, provision, or term of this Master Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, and terms of this Master Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Master Agreement shall be valid and in force to the fullest extent permitted by law.

[signatures on next page]

IN WITNESS WHEREOF, each of the Parties has caused this Master Intergovernmental Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,
by and through its Department of Cultural Affairs and Special
Events

By: Michelle T. Boone
Michelle T. Boone, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal
corporation

By: Michael P. Kelly
Michael P. Kelly, General Superintendent and CEO

Exhibit A

2014 DCASE GRANT AGREEMENTS

[see attached]

INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
REGARDING 2014 NIGHT OUT IN THE PARKS PROGRAM

\$750,000 Grant to Park District

This Agreement is effective as of the 12th day of September 2014, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Cultural Affairs and Special Events ("DCASE"), and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

1. Pursuant to that Master Intergovernmental Agreement Between the City of Chicago and the Chicago Park District Regarding the Cooperative Delivery of Arts Programming Functions, Duties and Responsibilities ("Master IGA"), dated as of _____, 2014, the Parties desire to cooperate in the delivery of certain arts program functions, duties and responsibilities within the City of Chicago and its parks (such cooperation, the "Project"), which arts programs may consist of performance, social practice or visual art activities and installations.

2. In 2014, in furtherance of the Project and the objectives of the Master IGA, the Park District will plan, operate and support the Night Out in the Parks program ("Program"), which consists of a new series of theater and dance in communities as part of the Night Out in the Parks programming as described in the exhibit attached hereto.

2. DCASE desires to pay \$750,000 from Fund Number 355 to the Park District to assist in funding some of the costs the Park District will incur in planning, operating and supporting the Program.

3. The City and the Park District have determined that it is in their best interests, and in the best interests of the citizens of the City, to enter into this Agreement in order to set forth their objectives and respective duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

SECTION I

INCORPORATION OF RECITALS AND EXHIBIT

The recitals set forth above and the exhibit attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties hereto.

SECTION II

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

DCASE Funds: An amount up to \$750,000 of funds from Fund Number 355 to be paid by DCASE to the Park District in connection with the Program as herein more specifically addressed.

Commissioner: The Commissioner of DCASE.

General Superintendent and CEO: The General Superintendent and CEO of the Park District.

DCASE: The Department of Cultural Affairs and Special Events of the City.

Program: The Night Out in the Parks program.

SECTION III

RESPONSIBILITIES OF THE PARTIES; PAYMENT

3.1 The City. DCASE will pay the DCASE Funds to the Park District pursuant to invoice[s] from the Park District to DCASE upon completion of the Program.

3.2 The Park District. The Park District will plan, operate and support the Program as described in the exhibit attached hereto.

3.3 Attachment to Exhibit A of the Master IGA. The Parties agree that this Agreement will be attached as part of Exhibit A to the Master IGA.

SECTION IV

MISCELLANEOUS PROVISIONS

4.1 Term. Subject to the Master IGA, the term of this Agreement begins effective as of January 1, 2014 and ends December 31, 2014, unless otherwise mutually agreed upon by the parties in writing.

4.2 Relationship. No provision of this Agreement, nor any act of the City or the Park District shall be deemed or construed by any third persons to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

4.3 Compliance with Laws; Ethics. Each party shall undertake the Program in accordance with all applicable federal, state and local laws. Each party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other party's applicable ethics rules.

4.4 Governing Law. Illinois law shall govern this Agreement.

4.5 Termination. Subject to the Master IGA, either party may terminate this

Agreement for any reason upon seven (7) days' prior written notice to the non-terminating party. All undisbursed DCASE Funds shall be returned to DCASE within 30 days following termination of this Agreement.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Program and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

4.7 Modifications. This Agreement may only be modified or otherwise altered in writing signed by both parties.

4.8 Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid.

To the City: City of Chicago
Department of Cultural Affairs and Special Events
Attention: Commissioner
78 East Washington Street
Chicago, Illinois 60602
(312) 744-8924
fax: (312) 744-1616

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to: Chicago Park District
Department of Law
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-5240
(312) 742-5328 (Fax)

4.9 Authority. Execution of this Agreement by the Commissioner of DCASE is

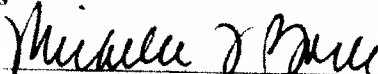
authorized by Section 14 of that certain City-Sponsored Special Events During Year 2014 Ordinance enacted by the City Council of the City of Chicago on March 5, 2014 and memorialized at pages 75882 through 75889 of the Journal of Proceedings of the City Council of the City of Chicago of the same date. Pursuant to Section 2 of the foregoing ordinance, DCASE hereby designates the Program as an 'Event' thereunder.

The Park District represents and warrants that the General Superintendent and CEO of the Park District has the power and authority to enter into this Agreement and to perform its obligations hereunder.


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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,
by and through its Department of Cultural Affairs and Special
Events

By: 
Michelle T. Boone, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal
corporation

By: 
Michael P. Kelly, General Superintendent and CEO

EXHIBIT

The Chicago Department of Cultural Affairs and Special Events (DCASE) is fully committed to continuing our relationship with Chicago Park District to produce Night Out in the Parks.

\$750,000 for 2014 is budgeted in DCASE to provide a new series of theater and dance in communities as part of the Night out in the Parks programming. Specifically, DCASE will look to CPD to recruit theaters and dance companies for the series, coordinate the individual bookings and contracts and directly pay the artist and coordination fees. The Park District will coordinate logistics including park space reservations/coordination, sound technicians and sound equipment. The Park District and Department of Cultural Affairs and Special Events will both market the events via brochures, newspaper ads, and websites.

The 2014 season of Night Out in the Parks is attached.

Exhibit B

2014 PARK DISTRICT GRANT AGREEMENTS

[see attached]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
REGARDING 2014 NIGHT OUT IN THE PARKS PROGRAM

This Agreement is effective as of the 12th day of September 2014, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Cultural Affairs and Special Events ("DCASE"), and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

1. In 2014 the Park District will plan, operate and support the Summer Dance in the Parks and World Music Festival programs ("Program") as part of the Night Out in the Parks programming.

2. The Park District desires to pay \$25,000 to DCASE to assist in funding some of the costs DCASE will incur in curating, planning and supporting the Program.

3. The City and the Park District have determined that it is in their best interests, and in the best interests of the citizens of the City, to enter into this Agreement in order to set forth their objectives and respective duties and responsibilities.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

SECTION I

INCORPORATION OF RECITALS AND EXHIBIT

The recitals set forth above and the exhibit attached hereto constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties hereto.

SECTION II

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Park District Funds: An amount up to \$25,000 of funds from the Culture, Arts and Nature 2014 concert and performance budget to be paid by the Park District to DCASE in connection with the Program as herein more specifically addressed.

Commissioner: The Commissioner of DCASE.

General Superintendent and CEO: The General Superintendent and CEO of the Park District.

DCASE: The Department of Cultural Affairs and Special Events of the City.

Program: Summer Dance in the Parks and World Festival Music programs.

SECTION III

RESPONSIBILITIES OF THE PARTIES; PAYMENT

3.1 The Park District. The Park District will pay the Park District Funds to DCASE pursuant to invoice[s] from DCASE to the Park District.

3.2 DCASE. DCASE will curate, plan and support the Program as described in the exhibit attached hereto.

SECTION IV

MISCELLANEOUS PROVISIONS

4.1 Term. The term of this Agreement begins effective as of January 1, 2014 and ends December 31, 2014, unless otherwise mutually agreed upon by the parties in writing.

4.2 Relationship. No provision of this Agreement, nor any act of the City or the Park District shall be deemed or construed by any third persons to create any relationship of thirdparty beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

4.3 Compliance with Laws; Ethics. Each party shall undertake the Program in accordance with all applicable federal, state and local laws. Each party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other party's applicable ethics rules.

4.4 Governing Law. Illinois law shall govern this Agreement.

4.5 Termination. Either party may terminate this Agreement for any reason upon seven (7) days' prior written notice to the non-terminating party. All undisbursed Park District Funds shall be returned to the Park District within 30 days following termination of this Agreement.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

4.7 Modifications. This Agreement may only be modified or otherwise altered in writing signed by both parties.

4.8 Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid.

To the City: City of Chicago
Department of Cultural Affairs and Special Events
Attention: Commissioner
78 East Washington Street
Chicago, Illinois 60602

(312) 744-8924
fax: (312) 744-1616

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742- (Fax)

With copies to: Chicago Park District
Department of Law
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-5240
(312) 742-5328 (Fax)

4.9 Authority. Execution of this Agreement by the Commissioner of DCASE is authorized by Section 14 of that certain City-Sponsored Special Events During Year 2014 Ordinance enacted by the City Council of the City of Chicago on March 5, 2014 and memorialized at pages 75882 through 75889 of the Journal of Proceedings of the City Council of the City of Chicago of the same date. Pursuant to Section 2 of the foregoing ordinance, DCASE hereby designates the Program as an 'Event' thereunder.

The Park District represents and warrants that the General Superintendent and CEO of the Park District has the power and authority to enter into this Agreement and to perform its obligations hereunder.

[remainder of this page is blank]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation,
by and through its Department of Cultural Affairs and Special
Events

By: Michelle T. Boone
Michelle T. Boone, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal
corporation

By: Michael P. Kelly
Michael P. Kelly, General Superintendent and CEO

EXHIBIT

The Chicago Park District is fully committed to continuing our relationship with the Chicago Department of Cultural Affairs and Special Events (DCASE) to produce the Summer Dance in the Parks and World Music Festival programs.

\$25,000 for 2014 is budgeted in the Park District to provide these two program series as part of the Night out in the Parks initiative.

DCASE will provide organizational and curatorial support for Summer Dance in the Parks and World Music Festival concerts. Specifically, they will recruit musicians for both series, coordinate bookings and contracts and will pay the artist and instructor fees. The Park District will coordinate logistics including park space, staffing, sound technicians and sound equipment.

Both DCASE and the Park District will promote and market the events via print and digital marketing outlets, recognizing one another in accordance with agreed upon guidelines.

